

DVHA Routing Form

Type of Agreement: Contract Agreement #: _____ Form of Agreement: New Amendment #: _____

Name of Recipient: Action Mill, LLC Vendor #: 306499

Agreement Manager: Hunt Blair Phone #: 879-5625

Brief

Explanation of Agreement: **Consulting services for IT systems and business processes for health care reform initiatives**

Start Date: September 12, 2011 End Date: August 31, 2012 Maximum Amount: \$1,179,900.00

Amendments Only: Maximum Prior Amount: _____ Percentage of Change: _____

Bid Process (Contracts Only): Standard Simplified Sole Source Statutory Master Contract SOW

Funding Source

MMIS (Federal)	\$1,061,910.00		
General Fund	\$117,990.00		

Contents of Attached Packet

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> AA-14 | <input checked="" type="checkbox"/> Attachments A, B, C & F | <input type="checkbox"/> Attachment G - Academic Research |
| <input type="checkbox"/> Sole Source Memo | <input type="checkbox"/> Attachment D - Modifications to C & F | <input type="checkbox"/> MOU |
| <input checked="" type="checkbox"/> Qualitative/Justification Memo | <input type="checkbox"/> Attachment E - Business Associate Agreement | <input type="checkbox"/> Other: |

	Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones	<i>KJ</i>	<i>9/8/11</i>	<i>9/8/11</i>
DVHA BO	Carrie Hathaway	<i>CH</i>	<i>9-8-11</i>	<i>9-8-11</i>
DVHA Commissioner or Designee	HUNT BLAIR	<i>HB</i>	<i>9-8-11</i>	<i>9-8-11</i>
AHS Attorney General	Seth Steinzor	<i>SS</i>		<i>9/12/11</i>
Following Approvals for Contracts Only:				
AHS CIO				
AHS Central Office	Martha Faber	<i>MF</i>		<i>9/12</i>
AHS Secretary	Patrick Flood, Dept Sec			

Vision Account Codes: **Line 1: D- 3410010000, F- 22005 A- 507600 P- 41520 / Line 2: D- 3410010000, F- 10000, A- 507600, P- 41520**

	Initials & Date
<input type="checkbox"/> Subrecipient Module Entry	_____
<input type="checkbox"/> FFATA Entry	_____

Vision PO #: _____

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (10/18/2010)

Note: All sections are required. Incomplete forms will be returned to department.

CHECK ONLY ONE BOX IF APPLICABLE:

ARRA Contract

ACA Contract

I. CONTRACT INFORMATION:

Agency/Department: AHS/ DVHA Contract #: 20436 Amendment #:
 Vendor Name: Action Mill, LLC VISION Vendor No: 306499
 Vendor Address: 319A N 11th Street, 4th Floor, Philadelphia, PA 19107
 Starting Date: 9/12/2011 Ending Date: 8/31/2012 Amendment Date:
 Summary of agreement or amendment: Consulting services for ~~IT~~ systems and business processes for health care reform initiatives

II. FINANCIAL INFORMATION

Maximum Payable: \$1,179,900 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ 0 % Cumulative Change: %
 Business Unit(s): 03410 VISION Account: 507600

III. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? Yes No

Estimated Funding Split: G-Fund 10.00 % S-Fund % F-Fund 90.00 % GC-Fund % Other %

III. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

Standard bid or RFP Simplified Bid Sole Sourced Qualification Based Selection Statutory

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: Service Personal Service Architect/Engineer Construction Marketing
 Information Technology Other, describe:

V. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VI. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VII. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
 Yes No I request the Attorney General review this agreement as to form
 No, already performed by in-house AAG or counsel: _____ (initial)
 Yes No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and
 Telecommunications over \$100,000
 Yes No Agreement must be approved by the CMO; for Marketing services over \$15,000
 Yes No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
 Yes No Agreement must be approved by the Secretary of Administration

VIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

Date: 9/8/11	Agency / Department Head	Date: N/A	Agency Secretary or Other Department Head (if required)
Date: 9/12/11	Approval by Attorney General	Date: N/A	Approved by Commissioner of Human Resources
Date: 9/15/11	CIO (initial)	Date: 09/15/11	Secretary of Administration
	Date		Deputy

REC'D SEP 12 2011



State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495-2807
dvha.vermont.gov

Agency of Human Services
[Phone] 802-879-5900
[Fax] 802-879-5651

MEMORANDUM

TO: Jeb Spaulding, Secretary of Administration
THROUGH: Patrick Flood, Deputy Secretary of Agency of Human Services *PF by C.D.*
FROM: Hunt Blair, Deputy Commissioner, DVHA *HB*
DATE: September 8, 2011
RE: Approval request for Action Mill, LLC

CONTRACT TERM: September 12, 2011 – August 31, 2012
MAXIMUM AMOUNT: \$1,179,900.00
SUBJECT MATTER: Consulting services for IT and business processes to ensure that Health Information Technology (HIT) and healthcare reform initiatives are effectively planned & implemented.

The Action Mill, in combination with two other vendors in separate contracts, will be providing technical and business assistance to ensure the successful planning and implementation of Vermont's expansive Health Reform and Health Information Technology (HIT) Portfolio. Act 48, Section 10 requires that DVHA lead these efforts for the State as part of a major expansion / revision of the *Vermont HIT Plan*, due to both the legislature and the federal Office of the National Coordinator of HIT (ONC) on January 15, 2012.

The Health Reform and HIT Portfolio includes consideration of and planning for the integration and interoperability of the Vermont Health Information Exchange (VHIE) network with the AHS Enterprise Architecture, which includes the IT infrastructure to support the Health Insurance Exchange (HIX), new Eligibility & Enrollment (E&E) system, and a modular approach to replacement of the Medicaid Management Information System (MMIS). While this integrated approach is designed to yield significant savings through economies of scale and reusability of IT components, it is a complicated endeavor both technically and in terms of change management, with multiple inter-dependencies and sequencing challenges. In addition, there are multiple federal funding streams for this work that require detailed grant applications, advance planning documents, and on-going "gate reviews" documenting the State's progress. The Action Mill, and the other Portfolio vendors, will support DVHA and AHS Central Office IT staff to complete near term deliverables. DVHA will manage the one-year contract closely, with evaluation of the Action Mill's performance on a monthly basis, as detailed in the contract. Assuming satisfactory performance, the State has the option to renew the contract for two one year extensions.

The Action Mill was selected for the initial scope of work detailed in the contract as the result of an extensive, scored evaluation process based on their response to the Health Reform & HIT Planning & Management RFP issued earlier this summer. That RFP divided the Portfolio's work into different Focus Areas, allowing vendors the flexibility to bid on all or part of the work, as well as allowing the State to select one or more vendors for the different Focus Areas. DVHA &



State of Vermont
Department of Information & Innovation
133 State Street, 5th Floor
Montpelier, VT 05633-0210

Agency of Administration

[phone] 802-828-4141

MEMORANDUM

To: Jeb Spaulding, Patrick Flood and Hunt Blair
From: Richard Boes *RB*
Date: September 15, 2011
Re: Approval request for Action Mill, LLC

When I saw the request for consulting services for health care reform, I thought of my role as state CIO and my first conversation with Governor Shumlin about the IT needs of single payer healthcare. In my opinion, having IT involved from the start of the project is the only way to ensure a cohesive IT strategy and effective IT delivery. My office can add value in the strategy and process development for healthcare reform. We have project management experts that specialize in reducing risk in complex technical projects, and my enterprise architecture staff exists to ensure technical designs are a result of appropriate analysis. Our responsibility is to ensure projects such as these are aligned not only with a technical vision, but also the Governor's strategy. We will help make healthcare reform a success.

To that end I've indicated my concurrence by initialing the attached State of Vermont Contract Summary and Certification Form AA-14, and respectfully request to be included in future processes associated with healthcare planning and procurement, especially those that include analysis of the business process or provide frameworks for our IT delivery.



1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Action Mill LLC, with a principal place of business in 319A N 11th St, 4th Floor, Philadelphia, PA 19107 (hereafter called "Contractor"). The Contractor's form of business organization is a Limited Liability Corporation. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of consulting services for IT systems and business processes for State health care reform initiatives. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,179,900.
4. **Contract Term.** The period of Contractor's performance shall begin on September 12, 2011 and end on August 30, 2012. By mutual agreement, this contract may be extended for a period or periods totaling up to two additional years beyond above stated end date.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.

Approval by the Secretary of Administration is required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance.
8. **Attachments.** This contract consists of 20 pages including the following attachments, which are incorporated herein:
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Contract provisions
Attachment D - Modifications of Insurance
Attachment E - Business Associate Agreement
Attachment F - Customary Contract Provisions of the Agency of Human Services

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D (if any)
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E (if any)
- 7). Attachment F



8) Other Attachments (if any)

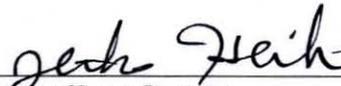
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:



HUNT BLAIR, DEPUTY COMMISSIONER DATE
DEPARTMENT OF VERMONT HEALTH ACCESS 9/26/11



JETHRO HEIKO, PARTNER DATE
ACTION MILL, LLC 9/20/11